

Standard Terms and Conditions

Fujitsu Financial Services

Trade-In Program

General

These terms and conditions (the “**Contract**”) shall apply between you and us, Fujitsu Technology Solutions GmbH, (the “**Parties**”) in relation to our purchase of the equipment (the “**Purchase**”) identified in the Schedule attached to the Contract (the “**Equipment**”). The Contract shall prevail over all other communications, be they written or oral, which have occurred between us in relation to the Purchase. Furthermore, it shall be governed by the laws of, and the Parties agree to submit any disputes to the Courts of, England and Wales.

Access

We reserve the right to carry out a preliminary inspection of the Equipment prior to making an offer at a time and place which shall be agreed to previously between us.

Offer

Our offer price (the “**Offer**”), which is subject to satisfactory compliance with the conditions set out below, shall be valid for a period of 21 days following the date the Offer was communicated to you unless stated otherwise in the Offer. Our Offer shall only be deemed accepted by you if we receive written notice of your acceptance to proceed before the end of the period on the basis of the Contract.

Equipment

You shall be responsible for:

- a) providing us with an accurate description of the Equipment, including any relevant amounts and description of condition, which shall in turn be included in the Schedule as the exact object of our Purchase under the Contract;
- b) removing any labels or security markings from the Equipment;
- c) ensuring that the Equipment is free of any BIOS password or any other similar disabling device which prevents the Equipment from being used;
- d) unless you have elected to use our data erasure services, erasing all data contained in the Equipment, bearing in mind that we shall not be liable for any use made of the data which remains in the Equipment;
- e) ensuring that the Equipment is uninstalled; and
- f) unless you have requested a chargeable on-site packing and palletising service, the packing, palletising and suitable labeling of the Equipment and placing it on an appropriate secure loading bay area with clear access for all standard-sized trucks to allow us or our appointed agents to collect it for transit is your responsibility.
- g) IATA and ADR regulations require the external labeling to include details of all lithium batteries contained in any shipment.

Collection or Delivery Arrangements

In the event that we have agreed to collect the Equipment and a collection time and date have been decided upon, you shall be responsible for making the Equipment available in the conditions

identified above at such time and date (the “**Scheduled Collection**”). In the event that you are not able to comply with the Scheduled Collection you shall inform us immediately. If such change leads to us incurring any expense, we shall be entitled to make a price adjustment as described below. Our offer is based on a single collection from a single location, net of collection charges, unless otherwise stated in the Offer. Additional collection charges will be applicable in the event that collection is required and agreed to be outside of standard business hours, at the weekend or on a public holiday.

A price adjustment shall also take place in the event that collection is made impossible due to:

- a) the Equipment not being ready for collection;
- b) there being a fault in the packing, palletising or labelling of the Equipment; or
- c) any other event which makes collection impossible for reasons which are not attributable to any fault on our part.

In the event that you are required to make a delivery of the equipment to a location nominated by Fujitsu, your responsibilities in “**Equipment**” above still apply, and you will be provided with a deadline delivery date upon which the Offer is based; any delivery after this time may be subject to a revised offer. Unless pre-agreed in writing the delivery will be based on a single drop to the nominated Fujitsu location within standard weekday business hours, excluding public and bank holidays.

Audit

Once the Equipment has been delivered to us or one of our appointed agents, an audit of the Equipment shall be performed to ensure that it complies with the expected levels of quantity, quality and functionality.

In making our Offer, we accept that the Equipment may have suffered fair “wear and tear”. In the context of auditing the Equipment, our evaluation of the fairness of the wear and tear shall take into account, amongst other things, the length of time that the Equipment has been in use.

Nevertheless, for the avoidance of doubt, any modifications or damage which, in our opinion, have a material effect on the Equipment’s aesthetic appearance or functionality shall not be considered fair wear and tear.

Purchase Amount

Subject to any price adjustments as described below:

- 1) In the event that the audit is satisfactory to us, we shall agree to pay you the amount stated in our Offer by issuing a written purchase order confirmation which shall be binding on you (the “**Order**”).
- 2) Should the audit prove that the Equipment is not compliant with our expectations and/or is not as described in the Schedule, we shall either:

- a) make a new offer price (the "New Offer") taking into account the factors which make the Equipment unsatisfactory, thereby cancelling the original Offer; or
- b) allow you to provide us with any missing parts or elements which would render the Equipment satisfactory to us; or
- c) where you decide to keep the Equipment, return the Equipment or part of it, if so agreed between us in writing, to you, at your expense.

Depending on the selected option, an Order may be issued based on the Offer or the New Offer which has been accepted by you, as the case may be, and be subject to any relevant price adjustments as described below.

Amounts stated in any Order are exclusive of Value Added Tax and other duties or taxes.

Payment terms

We shall make payments, either direct to you, or to your local country Fujitsu entity, in full within 30 days of our issuing of an Order save where you have already received the agreed value through a price reduction for a related purchase of new equipment.

Title

Title in the Equipment shall pass to us upon making the payment.

Price Adjustments

Our Offer is based on a single collection from a single location.

In the event that i) we are required to collect the Equipment from more than one location and/or at two or more different times or ii) a Scheduled Collection is delayed or cancelled, any costs incurred from such additional or modified collections shall be deducted from our Offer or New Offer and such deduction shall be reflected in our Order. Any additional costs incurred through the separate delivery or collection of missing parts or complete systems where additional engineering,

testing and auditing is required will be chargeable through a deduction in our Offer.

Customer Warranty

You hereby warrant that you are the sole owner of the Equipment and have sole title in it. You shall be liable for any breach of this warranty, hold us harmless of any costs incurred by us in relation to this warranty and shall indemnify us for any loss, damage or costs resulting from such breach.

Liability

We shall be responsible for the Equipment, including ensuring that appropriate insurance measures are in place, once we or one of our appointed agents have collected the Equipment from you save that you shall be responsible for any damage occurring to the Equipment during transportation to us or one of our appointed agents which is attributable to the Equipment not having been packed, palletised or labeled correctly by you or your appointed agents.

In the event that we are responsible for direct loss of the Equipment, our liability to you shall be limited to the value of the Equipment in question at the time of its loss as determined by our Offer or New Offer, as the case may be.

Notwithstanding any rights or remedies available to you or us under the Contract or under any applicable law, neither Party shall have any liability to each other, their respective customers or any third parties for any incidental, indirect, special or consequential damages arising out of the Contract.

Under the Contract, you indemnify us for any loss, damage, injury or cost incurred as a consequence of the Equipment infringing any intellectual property rights of a third party or the Equipment contains certain substances of a hazardous nature

Contact

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